



Cornell University
ILR School

Cornell University ILR School
DigitalCommons@ILR

Retail and Education Collective Bargaining
Agreements - U.S. Department of Labor

Collective Bargaining Agreements

5-14-1978

Great Atlantic and Pacific Tea Company, Incorporated and Retail Stores Employees Union, Local 782, AFL-CIO (1978)

Follow this and additional works at: <https://digitalcommons.ilr.cornell.edu/blscontracts2>

Thank you for downloading an article from DigitalCommons@ILR.

Support this valuable resource today!

This Article is brought to you for free and open access by the Collective Bargaining Agreements at DigitalCommons@ILR. It has been accepted for inclusion in Retail and Education Collective Bargaining Agreements - U.S. Department of Labor by an authorized administrator of DigitalCommons@ILR. For more information, please contact catherwood-dig@cornell.edu.

If you have a disability and are having trouble accessing information on this website or need materials in an alternate format, contact web-accessibility@cornell.edu for assistance.

Great Atlantic and Pacific Tea Company, Incorporated and Retail Stores Employees Union, Local 782, AFL-CIO (1978)

Location

Jackson, MO; Clay, MO; Platte, MO; Cass, MO; Johnson, KS; Wyandotte, KS

Effective Date

5-14-1978

Expiration Date

May 1981

Number of Workers

800

Employer

Great Atlantic & Pacific Tea Company, Incorporated

Union

The Retail Store Employees Union

Union Local

782

NAICS

44

Sector

P

Item ID

6178-015b011f010_02

Keywords

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

Comments

This digital collection is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial, educational use, only.

5/14/78 *dupl* 5-19/81
FEB 15 1979 - UN

#590391-

X 5/78

800ms

AGREEMENT

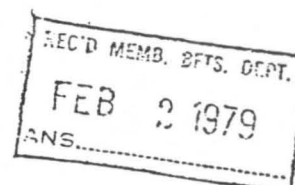
This Agreement entered into by and between THE GREAT ATLANTIC AND PACIFIC TEA COMPANY, INCORPORATED, hereinafter referred to as the "Employer" and THE RETAIL STORE EMPLOYEES UNION, LOCAL 782, chartered by the Retail Clerks International Union, AFL-CIO, hereinafter referred to as the "Union", and any renewal or extension thereof shall be binding upon the parties hereto, their heirs, executors, administrators, successors, and assigns.

ARTICLE I
Term of Agreement

1.1 This Agreement shall be in full force and effect from May 14, 1978, through May 9, 1981, and from year to year thereafter, unless written notice to the contrary be given by either party to the other not less than sixty (60) days prior to the anniversary date.

ARTICLE II
Bargaining Unit

2.1 The Employer hereby recognizes the Union as the sole and exclusive collective bargaining agent with respect to rates of pay, hours, and all other terms and conditions of employment for the appropriate bargaining unit herein established and described as follows: All employees employed by the Employer working in the Employer's present and future retail establishments situated within Jackson, Clay, Platte, and Cass Counties, Missouri, and Johnson and Wyandotte Counties, Kansas, engaged in handling or selling merchandise or performing other services incidental or related thereto, except supervisory employees within the meaning of the National Labor Relations Act of 1947, as amended and Employees whose work is exclusively and wholly performed within the Meat Department locations of the retail establishments. For the purpose of this Article, the term



X-5/81

"retail establishments" includes only full line grocery stores generally known as supermarkets and does not include free standing speciality stores (e.g., dairy stores, liquor stores, or deli).

2.2 The Employer agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

2.3 In stores with a weekly volume of \$25,000 gross sales or more (this volume shall be computed by dividing the yearly gross sales less meat sales by 52), it is understood that the Employer and the Union have a common interest in protecting work opportunities for all employees covered by this Agreement. Therefore, in such stores, all work and services, as defined in Paragraph 2.1, connected with all operations carried on at the premises of the Employer's retail establishments including, but not limited to, the handling, price marking and selling of all merchandise, shall be performed only by employees within the unit as defined in this Agreement, and by employees working for the first thirty-one (31) days of their employment; provided, however, that the foregoing restriction on work jurisdiction may be altered or relaxed in whole or in part by mutual agreement between the Employer and the Union.

2.4 As of the effective date of this Agreement, the above described restriction on work jurisdiction has been, by mutual agreement between the Union and the Employer, relaxed and altered in the following respect:

- (A) Two (2) Store Managers (or the equivalent per store). Other Supervisory employees of the Employer; however, such other supervisory employees shall do no price marking, stocking, unloading of trucks, or checking.
- (B) Driver salesmen who actually deliver merchandise directly from a delivery vehicle to the store may stock the following items: Milk, bread, potato chips, cakes and pastries, snack items, beverages, and items stocked by rack jobbers as provided in the letter of understanding.
- (C) Demonstrators who confine their work solely to demonstrations, offering of samples and activi-

ties of an advertising nature. Such demonstrators may sell directly to the customer.

- (D) Display men or salesmen may build promotional displays, excluding stocking such displays after the initial display is erected with merchandise for selection or pick-up by customers.
- (E) Representatives of outside suppliers may check their merchandise in the store to determine if the merchandise has been rotated, and will have the right to rotate their merchandise if it has not been rotated properly.

2.5 During any combination of six (6) days, such as the three (3) days preceding or the three (3) days following the day of opening of a new store, the reopening of an old store following remodeling, work may be performed by persons excluded above, and such six (6) days have been designated to the Union by the Employer.

2.6 Any stocking done in violation of this Agreement shall result in the employee reporting such violation who is employed in that store (not to exceed one (1) employee) receiving pay for the time worked in violation of this Agreement at the employee's regular rate of pay in addition to his normal pay for that day. A second violation by the same outside supplier in the same store within three (3) months shall carry a penalty of four (4) hours. A third violation and any subsequent violations within six (6) months of the first or any subsequent violation shall carry a penalty of eight (8) hours, provided such claims shall be filed by a Business Agent or Union Steward in the name of the senior employee working less than forty (40) hours that week.

ARTICLE III Union Security

3.1 It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing and those who are not members on the effective date of this Agreement shall, not later than the thirty-first (31st) day

following the effective date of this Agreement become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, not later than the thirty-first (31st) day following the beginning of such employment, become and remain members in good standing in the Union.

3.2 For the purpose of this Article, the execution date of this Agreement shall be considered as its effective date.

3.3 The provisions of the preceding two paragraphs shall not become effective with respect to employment within the State of Kansas until there is a change in federal or state law which shall permit paragraph 3.1 of this Article to become effective. Any other form of union security shall be negotiated between the parties.

3.4 The Employer agrees to deduct union dues, initiation fees and uniform assessments from the wages of employees in the bargaining unit who voluntarily provide the Employer with a written authorization which shall not be revocable for a period of more than one year, or beyond the termination date of this Agreement, whichever occurs sooner. Such deductions will be made by the Employer from the wages of the employees no later than the third pay period of each calendar month and will be transmitted to the Union on the first (1st) day of the following month. In the event that no wages are due the employee, or that they are insufficient to cover the required deduction, the deduction for such calendar month shall nevertheless be made from the first wages of adequate amount next due the employee and will thereupon be transmitted to the Union. Together with the transmittal of deductions referred to above, the Employer shall furnish the Union with a list of employees for whom deductions were made.

3.5 The Union shall refund promptly any such dues found to have been improperly deducted and transmitted to the Union.

3.6 The Employer recognizes the Union's duty to represent all the employees in the unit fairly and effectively. Therefore, the Employer will furnish the Union the name, residence address, social security number, and job

location of all newly hired employees. In order to afford all newly hired employees an opportunity to become acquainted with their rights and benefits under the collective bargaining agreement, all newly hired employees will be requested by the Employer to report to the Union office prior to being scheduled for work. In the event the employees choose not to avail themselves of this opportunity, Union representatives may contact said employee in the store and be given reasonable time during working hours to acquaint the newly hired employee with their rights and benefits of the collective bargaining agreement.

3.7 Any employee promoted or transferred to a position outside the bargaining unit may revoke any checkoff authorization or assignment theretofore made by him.

3.8 The Employer and the Union agree that each will fully comply with applicable laws and regulations regarding discrimination against any employee because of such persons' race, religion, color, creed, national origin, sex, or age between the age of 40-65.

ARTICLE IV Holidays

4.1 The following days shall be recognized by the Employer as holidays:

New Year's Day	Labor Day	Christmas Day
Memorial Day	Thanksgiving Day	Independence Day
Three (3) Personal Holidays (See Paragraph 4.8)		
Employee's Birthday (See Paragraph 4.9)		

4.2 All employees shall be paid for all the above holidays when not worked, as if the holiday is a regular work day, provided the employee has worked some part of the holiday week as follows:

- (A) Full-time employees - Eight hours straight-time pay.
- (B) All other employees shall be paid for the number of hours the employee normally would have been scheduled to work if the day had not been a holiday or not less than five percent (5%) of the

employee's total straight-time earnings during the four (4) calendar weeks preceding the holiday, or four (4) hours' straight-time pay, whichever of the three methods is greatest.

4.3 In order to qualify for holiday pay, an employee must work his or her scheduled work day next prior to and after the holiday unless absence is due to proven illness, layoff or injury or has been excused by the Employer. (In which case, the employee must work some part of the holiday week to receive holiday pay). The Employer may require a doctor's certificate in case of illness or injury.

4.4 Weeks wherein a holiday occurs, the basic work week for all employees shall be thirty-two (32) hours work before overtime, to be worked within four (4) days. Any employee who works in excess of thirty-two (32) hours and/or four (4) days in a holiday week, excluding work performed on the holiday, shall be paid at the rate of one and one-half (1-1/2) times the employee's straight-time classified hourly rate of pay for such work.

4.5 Any holiday which occurs on a Sunday shall be observed on Monday, provided there shall be no work performed on Thanksgiving Day and Christmas Day. Work performed on any holiday or the day observed as the holiday hereunder, shall be paid for at double (2) the employee's regular hourly rate of pay in addition to holiday pay. This paragraph shall not apply to Courtesy Clerks.

4.6 Holiday work for full-time employees shall be voluntary. Full-time employees shall have preference over part-time employees for holiday work. Part-time employees may be scheduled to work on a holiday if a work shift occurs after all full-time employees have been given preference or asked to work. Part-time employees who are assigned to work on a holiday shall be guaranteed no less than four (4) hours work. Holiday work for full-time employees shall not be less than eight (8) hours and not more than nine (9) hours work. However, if shifts of less than eight (8) hours remain, a full-time employee shall have preference over part-time and be allowed to work less than an eight (8) hour shift.

4.7 No employee shall be scheduled to work past 6:00 p.m. on Christmas Eve; except customers in the store shall be served in the regular manner. Employees to handle these

duties shall be qualified part-time employees and/or full-time employees on duty assigned in inverse order of seniority. In all cases a qualified full-time employee shall be retained, if needed, to handle store closing duties.

4.8 Any employee who has worked for a period of one (1) year with the Employer shall receive two (2) personal holidays, and effective January 1, 1980 three (3) personal holidays, per year subject to the same conditions provided above for other holidays. Pay for such holidays may be added to the first (1st) week of vacation pay if requested by the employee in lieu of such holidays. Such holidays must be taken in the calendar year due. The Store Manager shall post a list of available days, which shall not exclude any day in the basic work week (and the number of employees who may be off on each day) in January of each year. Employees may select their personal days at that time in order of seniority, and any employees selecting prior to March 1 shall have priority over all other employees. Employees who do not select prior to March 1 may celebrate such days on any day which is mutually agreeable except they may not displace employees who have selected prior to March 1. Any personal holidays not scheduled prior to Labor Day of each year may be scheduled by the Store Manager.

4.9 Any employee who has worked for a period of one (1) year with the Employer shall receive a birthday holiday each year subject to the same conditions provided above for other holidays. If the employee's birthday falls on a holiday, or the employee's regular scheduled day off, the birthday holiday shall be taken on the day following the employee's birthday, unless that day is the employee's regular scheduled day off, in which case it shall be taken on the next following day.

ARTICLE V Vacations

5.1 All employees, unless otherwise specifically exempted herein, shall receive an annual vacation with full pay therefor, as follows:

After one (1) year of employment	One (1) week
After two (2) years of employment	Two (2) weeks
After six (6) years of employment	Three (3) weeks
After fifteen (15) years of employment	Four (4) weeks
After twenty (20) years of employment	Five (5) weeks
After twenty-five (25) years of employment (Effective 1/1/79)	Six (6) weeks

(Number of years must be consecutive.)

5.2 Full pay for each week of the vacation periods specified above for full-time employees shall mean forty (40) hours times the employee's regular straight-time classified hourly rate of pay at the time the vacation is taken, except as otherwise provided in this Article.

5.3 A part-time employee shall be allowed a vacation with pay at the employee's regular straight-time classified hourly rate of pay at the time the vacation is taken, prorated as follows: The total number of straight-time hours worked between anniversary dates of employment the previous year shall be divided by fifty-two (52) to determine the amount of paid vacation due for each week as provided in Paragraph 5.1 above.

5.4 A Courtesy Clerk shall be allowed a vacation with pay at his straight-time classified hourly rate, prorated as follows: The total number of straight-time hours worked between anniversary dates of employment the previous year shall be divided by fifty-two (52) to determine the amount of paid vacation due for each week as provided in Paragraph 5.1 above. If a Courtesy Clerk is promoted to a part-time or full-time employee, such time of employment in the Courtesy Clerk classification (from the date of last hire in the event of a rehire) shall be included for the purpose of computing total length of continuous service for vacations as set forth in Paragraph 5.1.

5.5 When any holiday named in Article IV of this Agreement falls within the employee's vacation, an additional day off with pay shall be added to the employee's vacation, or pay given in lieu thereof at the employee's choice. Part-time employee's pay shall be as provided in Paragraph 4.2(B).

5.6 After any full-time employee has worked for one year, he shall receive, upon termination, one-twelfth (1/12th) of a year's vacation for each month worked since his last anniversary date of employment, for which he has not previously been paid, according to the schedule in Paragraph 5.1 above. Vacation pay shall be computed based on the number of weeks which would have been due the employee on the last anniversary date of employment.

5.7 A part-time employee or Courtesy Clerk upon termination shall receive vacation pay for any vacation earned and not paid, except as provided in this Article.

5.8 Employees terminated for proven dishonesty shall be disqualified for benefits as provided herein.

5.9 Absence from work up to ninety (90) days by a full-time employee within a period of fifty-two (52) weeks due to sickness, injury, temporary layoff, leave of absence or any other reason shall be included for the purpose of determining eligibility for full vacation pay. In the event that a full-time employee is absent from work in excess of ninety (90) days, as set forth in the sentence immediately preceding, whatever vacation pay the employee is entitled to shall be prorated according to straight-time hours actually worked.

5.10 Vacations shall be scheduled throughout all fifty-two (52) weeks of the year. The Employer shall determine by store the number of employees in each classification who may be away on vacation during each week of the year. Vacations shall be selected according to seniority by March 1st of each year and once an employee's vacation date has been selected, it shall not be changed without the consent of the employee involved. Pay for an earned vacation will be paid on the day prior to the time an employee goes on vacation. Employees required by the Employer to go on vacation prior to their vacation anniversary date will be paid full vacation pay prior to the vacation, the same as if they had passed their anniversary date.

5.11 No employee shall be required to take earned vacation in more than one (1) continuous period except the fifth (5th) and sixth (6th) weeks of vacation may be scheduled separately at the request of the Employer.

5.12 An employee's length of service for vacation purposes shall not be affected by the sale or transfer of the store in which the employee works, and in such instances the employee shall be paid earned vacation pay prorated to the time of such sale or transfer by the selling Employer. The succeeding Employer shall thereupon assume the obligation of all provisions of this Article less that vacation pay as may have been paid to the employee by the former Employer.

ARTICLE VI Picket Line

6.1 It shall not be a violation of this Agreement and it shall not be grounds for discharge or discipline for any employee to refuse to cross or work behind any legal picket line because of any primary labor dispute. No individual employee shall be threatened by the Employer or the Union for exercising his or her right to cross or not cross any such picket line.

ARTICLE VII Bulletin Boards

7.1 The Employer agrees to designate a suitable space in the back room of each store to be used as a bulletin board for Union notices and a copy of this Agreement which shall remain posted at all times.

ARTICLE VIII Hours and Overtime

8.1 Forty (40) hours work in five (5) days shall be the basic work week before overtime for all employees. There shall be no split shifts. Eight (8) hours work to be performed within nine (9) consecutive hours with one (1) hour off duty without pay each day for lunch shall be the basic work day before overtime.

8.2 The overtime rate of one and one-half (1-1/2) times the employee's straight-time classified hourly rate shall be paid for all work performed in excess of the basic work day, the basic work week, and/or five (5) days. It is

understood and agreed that overtime shall not be paid twice for the same overtime hours worked. In order to have desired personnel coverage in a store during any hours in which the store is in operation, the Employer may request employees to work hours in addition to those scheduled (either straight-time or overtime) and qualified employees who are immediately available to work those additional hours shall have the right to do so on a seniority basis. If volunteers are not available to work the additional hours, the Employer, on an inverse order of seniority basis, shall have the right to direct those qualified employees who are immediately available to work those hours. Regardless of anything contained herein to the contrary, it is understood that seniority shall not be exercised to require assignment of work involving overtime pay when that work can otherwise be assigned to employees who can work it on a straight-time basis.

8.3 All work on Sunday and/or an employee's scheduled day off shall be paid for at time and one-half (1-1/2) and shall be in addition to the employee's basic work week.

8.4 Sunday work for full-time employees shall be voluntary. Full-time employees shall have preference over part-time employees for Sunday work. Part-time employees may be scheduled to work on a Sunday if a work shift occurs after all full-time employees have been given preference or asked to work. Store management shall have the option to post a volunteer list for Sunday work from Monday through noon on Thursday. Only those employees who have signed the list while it is posted shall be considered for volunteer work on the following Sunday. Part-time employees who are assigned to work on a Sunday shall be guaranteed no less than four (4) hours' work. Sunday work for full-time employees shall be no less than eight (8) and not more than nine (9) hours' work. However, if shifts of less than eight (8) hours remain, a full-time employee shall have preference over part-time and be allowed to work less than an eight (8) hour shift. Employees promoted to Assistant Manager or first clerk positions after May 1, 1978, shall be excluded from the application of this section of this Agreement. (Names of classifications will vary from contract to contract.)

8.5 All employees shall receive one (1) hour off duty without pay for lunch each day unless the Employer and employee agree to a shorter lunch period. No employee shall be required to work in excess of five (5) continuous hours without a lunch period.

8.6 All employees scheduled or required to work shifts of more than six (6) hours per day shall be allowed a paid uninterrupted rest period of fifteen (15) minutes for each one-half shift worked not to exceed two (2) rest periods per day. Employees working four (4) hour shifts but not over six (6) hour shifts per day shall be entitled to one (1) paid uninterrupted rest period per day. Breaks shall be scheduled as close as possible to the middle of each half shift when practicable.

8.7 Work scheduled between the hours of six (6:00) p.m. and ten (10:00) p.m. shall be divided equitably among all qualified full-time employees. The above shall not apply to qualified employees, who, on their own volition, elect to work after 6:00 p.m. A premium of forty cents (\$.40) per hour shall be paid for all work performed between the hours of six (6:00) p.m. until 12:00 midnight. This clause shall not operate to preclude the assignment of part-time employees to work after 6:00 p.m. It is further understood that full-time employees will be given preference over part-time employees when possible for shifts which start at or after six (6:00) a.m. and end no later than six (6:00) p.m.

8.8 The Employer shall post a work schedule in the back room of the store or by the time clock for all employees for each calendar week not later than twelve (12:00) o'clock noon the preceding Saturday and shall show each employee in order of his seniority by his first and last name, starting and finishing time, approximate lunch period and days off, except where there is no change in the schedule of an employee working a regular schedule in which event only the designation "regular schedule" need be shown. After posting, no alterations of the work schedule of a full-time employee may be made, unless a subsequent change is acceptable to the employee, except in cases of emergency as defined in Paragraph 9.6. However, in the case of a part-time employee, changes may be made with a twelve (12) hour notice to the employee involved. A part-time employee with seniority as set forth

in Article X, Paragraph 10.4, must advise the store manager that he is available for a schedule prior to the time the schedule is posted or forfeit claim on such schedule of hours for that week. Where two shifts of less than eight (8) hours can be combined to make one eight (8) hour shift or one eight (8) hour shift and one shift of less than eight (8) hours, it will be done where practicable even where necessary to eliminate the lunch period.

8.9 The Employer shall determine available days off and senior full-time employees shall be given preference in the selection of those days. Once a regularly scheduled day off is selected by an employee, that regularly scheduled day off shall not be changed without the consent of the employee, it being understood, however, that an employee's day off may be changed without his consent in holiday weeks or for reasons of emergency as defined in Paragraph 9.6 of this Agreement.

8.10 A part-time employee shall not be scheduled to work less than four (4) hours on any work day, unless such employee is not available to work four (4) hours or if such schedule would result in a full-time employee being reduced to less than an eight (8) hour schedule that day. In order to increase the opportunity for senior part-time employees to obtain additional hours within the store, up to and including (but not exceeding) eight hours per day and forty hours per week (but not a basic workweek as that term is defined by this Agreement), a part-time employee may specifically request and be assigned additional hours assigned to less senior part-time employees on a shift provided that the remaining hours shall not be reduced below a shift of four consecutive hours in a day and such claiming shall not change the shift originally assigned. Part-time employees requesting such additional hours shall specifically waive the lunch hour provided by Section 8.5 of this Agreement where necessary to obtain the hours claimed. Hours shall only be claimed from the least senior part-time employee from whom such hours are available. Notwithstanding any other provision of this Agreement, such claiming of hours shall not change the status of the part-time employee or modify the provisions or exclusivity of Section 10.8 of this Agreement. In order to claim additional hours the part-time employee must be qualified by experience or training and must be available for all hours claimed on a continuing basis as provided in Section 10.4 of this Agreement.

8.11 There shall be no duplication or pyramiding of premium pay and overtime pay and in any event only the highest of such rates shall apply.

ARTICLE IX
Classification and Wages

9.1 No employee shall suffer a reduction in his present hourly rate of pay because of the signing of this Agreement, nor shall he be reclassified to defeat the purpose of this Agreement.

9.2 The Employer, when hiring full-time employees at any of the wage brackets, agrees to advance said employee to the next higher bracket within such time as is designated in the wage schedule.

9.3 For the purpose of this Agreement, the terms set forth below shall have the following meanings:

- (A) Full-time employees: Those employees who regularly work a basic work week for four (4) consecutive weeks. Hours worked by part-time employees during vacation period and periods of emergency shall be excluded for determining employee's classification.
- (B) Part-time employees: Those employees who work less than the basic work week.
- (C) Courtesy Clerks: The term "Courtesy Clerks" includes only those employees employed to help sack groceries at the checkstand and to carry groceries to customers' cars. A Courtesy Clerk shall be defined as an employee who sacks and carries bags or boxes of groceries to customers' cars. They may also collect and line up push carts and return them to the store from the parking lot. They can keep the parking lot free of refuse and they may sweep the floor and other incidental duties for the convenience of customers and other employees. They may also put away empty bottles. The Courtesy Clerk shall be prohibited from doing any work other than that mentioned above. If an Employer allows a Courtesy Clerk to do work other than what is set forth above, he will be warned, and if a second violation occurs,

the Union shall suspend the right to use Courtesy Clerks in that store for the remainder of the duration of the contract.

(D) Courtesy Clerks shall be excluded from the provisions of Article X, except for Paragraphs 10.1 and 10.5 Seniority, Article XVI Funeral Leave, Article XVIII Jury Duty, and Article XIX Pensions. Courtesy Clerks shall also be excluded from the provisions of Article VIII Hours and Overtime, except for Paragraphs 8.2, 8.5, 8.6, and 8.8, except for the last sentence of Paragraph 8.8 thereof.

(E) Night stockers: Those employees designated by the Employer to work regularly one (1) night or more per week as night stockers shall receive a premium rate of seventy cents (\$.70), per hour for all hours worked that week in addition to their regular hourly rate of pay. Employees working as night stockers shall not be required to work both Saturday and Sunday nights on the same weekend and shall not start work on Sunday until the store is closed to the public. Night stockers working on Sunday or a holiday as an extension of their shift or at the beginning of their shift shall not be exempt from the Sunday and holiday premium. No night stocker shall be required to work both the eve and the evening of a holiday. Night stockers shall not be required to work Easter eve. The night stockers' regular hourly rate plus the premium rate referred to above shall be considered as the straight-time classified hourly rate of pay for purposes of paying vacation pay and holiday pay. Any employee who is scheduled to work after 10:00 p.m. and whose work is not rotated shall be considered a night stocker, except where such lack of rotation is voluntary or due to inability to work other hours or assignment of part-time employees under the provision of Paragraph 8.7. There shall be no rotation of night stocker work, or of other employees assigned as provided above. Any full-time employee assigned to such work for a period of six (6) months or longer shall be given first preference (over part-timers requesting

full-time work) for full-time shifts ending at or before 10:00 p.m. as vacancies occur, if requested in writing. Such requests shall be valid for a period of six (6) months. Within ten (10) days after receipt of such request, if there are no vacancies, the Employer shall make a reasonable effort to determine if any employee will trade shifts with the employee requesting the earlier shift. Such trades shall be permanent except that any employee transferring from such night work shall be subject to a thirty (30) working days' probationary period during which they may be returned to night work after a trial period of at least ten (10) working days and, if the transfer was the result of a trade, both employees shall be returned to their original schedules. No employee with more than five (5) years service with the Employer will be required to accept an assignment as night stocker after the effective date of this Agreement unless there are no less senior employees (other than Courtesy Clerks) who are available and then the assignment will be in reverse order of seniority.

9.4 In stores with weekly volume of \$40,000 gross sales or more (effective May, 1980, this volume will be \$45,000), excluding meat sales (this volume shall be computed by dividing the yearly gross sales less meat sales by 52), an Assistant Manager, Produce Manager, and one other classification shall be appointed and maintained. In stores with weekly sales volume of less than \$40,000 (effective May, 1980, this volume will be \$45,000), either an Assistant Manager or a Produce Manager shall be appointed and maintained. No employee presently in a classified job shall be reduced as a result of this paragraph.

9.5 No employee shall be demoted from any of the above classifications without just cause.

9.6 The term "emergency" as provided in Paragraph 8.8, and Paragraph 9.3(A) of this Article is intended to include: Fire, flood, breakdown of equipment, absence of other employees, accidents, remodeled or new store openings, death in the family, and unexpected delivery schedule changes, acts of God and utility failure which significantly affects the operation of the store.

9.7 Employees working under this Agreement shall receive not less than the following minimum scale of wages, according to their classification as determined by their job duties:

CLASSIFICATION	Eff. 5/14/78 Per Hr.	Eff. 5/6/79 Per Hr.	Eff. 11/4/79 Per Hr.	Eff. 5/4/80 Per Hr.	Eff. 11/2/80 Per Hr.
Assistant Manager	\$8.985	\$9.285	\$9.585	\$9.885	\$10.185
Head Produce Clerk	\$8.885	\$9.185	\$9.485	\$9.785	\$10.085
First Clerk	\$8.56	\$8.86	\$9.16	\$9.46	\$9.76
Head Cashier	\$8.33	\$8.63	\$8.93	\$9.23	\$9.53

CLASSIFICATION

CLERKS:

First Six Months	\$3.39	\$3.51	\$3.64	\$3.77	\$3.89
Second Six Months	\$4.11	\$4.27	\$4.42	\$4.57	\$4.73
Third Six Months	\$4.84	\$5.02	\$5.20	\$5.38	\$5.56
Fourth Six Months	\$5.48	\$5.68	\$5.88	\$6.08	\$6.28
Fifth Six Months	\$6.38	\$6.62	\$6.86	\$7.09	\$7.32
Sixth Six Months	\$7.09	\$7.35	\$7.61	\$7.87	\$8.13
After 36 Months	\$8.11	\$8.41	\$8.71	\$9.01	\$9.31

COURTESY CLERKS:	5/14/78	11/5/78	5/6/79	11/4/79	5/4/80	11/2/80
Hired Before 5/78	\$3.10	\$3.20	\$3.30	\$3.40	\$3.50	\$3.60
Hired After 5/78	\$2.90	\$3.00	\$3.10	\$3.20	\$3.30	\$3.40

"Clerks" hired before May 7, 1978 who had not reached the top of the clerk progression under the contract which expired May 7, 1978 will be advanced two steps. (That is, a clerk in the "first six months" step of the old contract will advance to the "third six months" step of this contract and a clerk in the "fourth six months" step will advance to the "sixth six months" step.) Hours already earned in the old step will be carried forward to the new bracket. Courtesy clerks hired prior to May 7, 1978 will, if and when promoted to clerk, start at the "third six months" step.

9.8 A Courtesy Clerk working on Sunday and holidays shall receive a premium of seventy-five cents (\$.75) per hour in addition to his straight-time hourly rate for work performed on Sunday and holidays.

9.9 Rates for part-time employees hired shall be determined by accumulation of all hours worked. Progression from one six-month bracket to another shall be at the completion of one thousand forty (1,040) hours for each bracket. Sunday, holiday and all overtime hours shall be included.

9.10 Any employee who performs the duties of Assistant Manager, Head Produce Clerk, First Clerk, or Head Cashier during the absence of the employee normally performing those job classification duties, shall be paid not less than the regular rate of pay for hours spent performing such an assignment, provided that such period of time is equal to or in excess of a basic work week. No employee shall suffer a reduction in pay because of such an assignment.

9.11 A new employee shall receive, within sixty (60) days of starting date of employment, the rate of pay established by his past provable comparable supermarket experience, as shown on his application for employment, provided there has been no more than four (4) years elapsed since last date of such employment. A different rate of progression may be agreed upon in individual cases between the Employer, the employee, and the Union.

ARTICLE X Seniority

10.1 Seniority is defined as the length of continuous service with the Employer in the bargaining unit. Any of the following events shall be considered a break in length of continuous service, and subsequent employment shall be deemed to be new employment:

- (A) Dismissal for just cause.
- (B) Voluntary quitting.
- (C) Failure to report to the Employer within twenty-four (24) hours of his absence from work, without good cause.
- (D) Failure to return to work within one (1) week after being recalled by the Employer by certified mail or telegram at the last known address.
- (E) Has been laid off or on leave of absence for a period of more than twelve (12) months.

(F) "Retirement"

10.2 The Employer and the Union accept the principal of seniority for all employees and agree that if relative fitness and ability are equal, the length of continuous service in the bargaining unit shall govern next in regard to vacancy, layoffs, recalling, demotions, transfers between stores and training. The Employer shall determine relative fitness and ability, but in exercising such judgment he shall not contravene any of the articles of this Agreement. The Employer will exercise fairness in judging the qualifications of employees and any complaint that it has failed to do so may be taken through the grievance procedure set forth in Article 15 hereof.

10.3 A full-time employee with the least seniority in a given store where his full-time services may no longer be required, may elect not to claim full-time employment in another store of the Employer and he may claim seniority over a part-time employee in his own store and continue to accumulate his full-time seniority with the Employer.

10.4 A part-time or a reduced full-time employee shall have the right to claim any additional hours of work in the store in which said employee is employed, based on seniority over other part-time employees, provided he is available for all hours claimed on a continuing basis, and has the qualifications to perform the duties claimed.

10.5 Courtesty clerks hired prior to May 7, 1978, based on seniority and availability, shall be advanced to part-time jobs in their stores before outside part-time employees are hired, subject to a probationary period of thirty (30) working days after which time they may be demoted at the discretion of the Employer, except that the trial period shall be at least ten (10) working days. Only one such trial period shall be required. A courtesy clerk, based on seniority in his classification, shall be given the daily schedule of straight-time hours in his store with the greatest number of hours, provided he is available to work the daily schedule claimed on a continuing basis.

10.6 In the case of call back after a layoff, the last employee laid off shall be the first recalled, and the next to the last laid off shall be the second recalled and so on to the first laid off being the last recalled.

10.7 Part-time employees who average twenty-four (24) hours a week or more shall be laid off in order of seniority within their store, however, such part-time employees when laid off may displace, in order of their

seniority, the junior part-time employee of the Employer covered by this Agreement, provided they can work any or all of the available hours. Part-time employees who average less than twenty-four (24) hours a week shall be laid off in order of seniority within their store, however, such part-time employees shall have first preference for part-time employment in any store of the Employer covered by this Agreement before any advancement by Courtesy Clerks or new hires provided they are able to work the available hours on a continuing basis. If such employee is offered employment and refuses, the employee shall not be entitled to any further offers but will retain the right to recall to the store where laid off. For the purpose of this Section, the average hours shall be the total hours worked the previous year divided by 52; and laid off shall mean employee is not scheduled for any hours for two (2) or more consecutive weeks.

10.8 Part-time employees who desire to work full time shall be given preference for such work in accordance with the following procedure. Employees desiring full-time work shall notify the Employer in writing before January 15 each year and during each such twelve-month period first consideration for any full-time vacancies shall be given to employees with a current request, in order of seniority. Such letters shall be valid only from the first date above following the date received by the Employer until the next following date listed above. If there are qualified employees who have a current request for full-time work, this shall be the only method for obtaining full-time status. Only requests for permanent full-time work shall be valid and failure to be available thereafter for full-time work for a period of fifty-two (52) weeks after obtaining full-time status, except for reasons beyond the control of the employee, shall be grounds for discharge. Failure to accept an offer of full-time work in any of the Employer's stores covered by this Agreement shall result in removal of the employee's request for the balance of that period but shall not bar the employee from future requests. Current letters expire June 1, 1978 and new letters must be filed by that date. Thereafter, January 15 shall be the filing date.

10.9 In case of layoff out of line of seniority or a major layoff, the Union will be advised in advance and will, upon request of the Union, meet to discuss the matter first.

ARTICLE XI
Leaves of Absence

11.1 Employees, after thirty (30) days service, shall be granted a leave of absence for the following reasons:

- (A) Pregnancy
- (B) Illness or injury
- (C) Death in the immediate family
- (D) Serious illness, or injury in the immediate family (immediate family to mean, spouse, children, or other relatives living in the home of the employee.)

11.2 Leaves of absence for pregnancy or related disability shall be granted on the same basis as sick leave.

11.3 Leaves of absence shall not be considered as time worked for progressive rates of pay.

11.4 An employee on a sick leave for more than one (1) year may be separated from the payroll and considered a quit, except in the case where such sickness leave is a result of an occupational injury.

11.5 The Union shall be notified by the Employer in writing when an employee is granted a leave of absence, indicating the date the leave becomes effective and the date it ends.

11.6 The Employer may grant leaves of absence for other reasons other than outlined above including, without limitation, for up to a six (6) month trial period in a management position. Leaves for trial periods in management positions may be extended by mutual agreement between the Employer and the Union.

11.7 The Employer shall grant the necessary leave of absence for a reasonable number of employees appointed or elected to a union office or delegate to a union activity. Such leave shall not exceed three (3) years. A written

request for such leave must be presented to the Employer at least two (2) weeks prior to the effective date of the leave.

11.8 Employees who are returning from an authorized leave of absence must notify the Employer of their availability for work at least forty-eight (48) hours prior to the posting of the work schedule for the following week.

ARTICLE XII Union Store Card

12.1 The Union store card shall be displayed in the sales room without any obligation on the part of the Employer. The Employer shall designate the place where the card is to be displayed.

ARTICLE XIII Union Representation

13.1 Authorized representatives of the Union shall be allowed to contact employees in the stores of the Employer during store hours, for the purpose of discussing or handling of a grievance, discussing and settling grievances with the store management, or contacting new employees. The representative may visit the store at all other times for the purpose of satisfying himself that the contract is not being violated. For visits outlined above, and for other visits, such visits shall not interfere with the performance of the employee's regular duties.

13.2 It is further agreed that the Union may appoint store stewards in each store who shall have the authority to see that this Agreement is not violated and adjust grievances with the Manager. If such grievances cannot be resolved by the store steward and the Manager, they shall be referred to the authorized full-time representative of the Union. The store steward shall not be transferred without the approval of the Union and Employer.

ARTICLE XIV Discharges

14.1 No employee covered by this Agreement shall be discharged without sufficient cause. Proven dishonesty and

drunkenness or drinking while on duty shall be considered sufficient cause for dismissal. It is understood, however, that in addition to these three (3) causes, the Employer may discharge an employee for any other sufficient cause. The Union shall present all complaints of discharge without sufficient cause to the Employer within seven (7) working days after the discharge. If the complaint cannot be adjusted by mutual consent, it shall forthwith be submitted to arbitration pursuant to the arbitration procedure herein-after provided.

14.2 No employee shall be discharged or discriminated against because of Union activities in upholding Union principles nor shall any such activity by an employee be considered a violation of this Agreement.

14.3 During the first thirty (30) calendar days or first twenty (20) working days of employment, whichever is longer, a new employee shall be on a trial basis and may be discharged at the discretion of the Employer.

ARTICLE XV Grievances, Arbitration and No Strike

15.1 The Union, the employee, or the Employer may file a grievance. The properly accredited officers or representatives of both parties to this Agreement shall be authorized to settle any dispute arising out of the terms, application or interpretation of this Agreement, including unjust discharges or lay-offs. Complaints regarding unjust discharges or layoffs must be filed in writing with the Union, and by the Union with the Employer, within seven (7) working days of such discharge, or layoffs, or the member nullifies any further claim regarding same. The Employer shall respond to the Union in writing within seven (7) working days following the receipt of the letter from the Union.

15.2 All other grievances must be filed in writing by the employee with the Union and by the Union with the Employer within thirty (30) days after such has happened, except in cases of wages due in accordance with federal and/or state statutes covering "wages". The Employer shall respond to the Union in writing within thirty (30) days following receipt of the letter from the Union.

15.3 In the event the properly accredited officers or representatives of both parties to this Agreement cannot

amicably settle any dispute or grievance arising out of the terms, application, or interpretation of this Agreement, including unjust discharges or layoffs within seven (7) days after this said grievance or dispute is reported, the matter shall then be referred to an arbitration board for settlement.

15.4 The arbitration board shall consist of three (3) arbitrators, one (1) to be chosen by the Employer within three (3) days after the dispute is referred to arbitration, one (1) to be chosen by the Union within the period, and the third to be selected by the first two (2) named arbitrators of the Employer and the Union; provided that the selection of the third man can be made within three (3) days following the appointment of the first two arbitrators.

15.5 In the event the first two arbitrators cannot agree upon the third arbitrator within three (3) days following their appointment, either the Union or the Employer may request the Director of the Federal Mediation and Conciliation Service to furnish a list of seven (7) arbitrators. The Employer and the Union shall then alternately strike one name from the list until one name remains and such person shall be the arbitrator for determination of the grievance.

15.6 It is distinctly understood that the arbitration board is not vested with the power to change, modify, or alter this Agreement in any of its parts; the board may, however, interpret the provisions of this Agreement.

15.7 The arbitration board shall be authorized to hear the case and dispute, and render a decision. The majority decision of the arbitration board shall be final and binding upon the Employer, the Union, and the aggrieved employee.

15.8 Expenses incurred in connection with the third arbitrator shall be shared equally between the Union and the Employer.

15.9 There shall be no lockout by the Employer during the term of this Agreement. There shall be no strike, cessation of work, picketing or other action by the Union or its members designed to interfere with the Employer's operations unless the Employer refuses to abide by a valid decision of an arbitrator.

ARTICLE XVI
Funeral Leave

16.1 Should a death occur in his immediate family, an employee, upon request, shall be granted a leave of absence for a reasonable period, depending upon the circumstances, to attend the funeral, and during any such funeral leave granted to an employee such employee shall be compensated for the scheduled straight-time hours (not to exceed twenty-four (24)) which he would have worked within the applicable funeral leave period had such death not occurred. Immediate family, for the purpose of this Article, shall be defined as the employee's spouse, parent, child, brother, sister, brother-in-law, sister-in-law, mother-in-law, father-in-law, grandparent or any other relative who at the time of death was residing with the employee.

ARTICLE XVII
Accidents

17.1 All employees covered by this Agreement shall receive full pay for the time lost from work because of occupational injury (while on duty for the Employer) until Workmen's Compensation begins, providing the employee reports the accident to his supervisor promptly.

ARTICLE XVIII
Jury Duty

18.1 Any employee who is not entitled to be excused from or entitled to request exemption from jury service and who loses time from work because of service on a jury shall, upon presentation of a statement signed by an officer of the court involved signifying the time he so served on the jury be reimbursed at his classified rate of pay for the hours lost from work (not to exceed ten (10) calendar days in any twelve-month period) by such jury service, less the amount of the jury pay (per diem -- not reimbursement of expenses) received it being understood that the employee will report to work immediately after being released from jury service so as to complete the hours of work remaining within his working schedule. To be eligible for jury pay, the employee involved must notify his supervisor promptly of the receipt of jury summons.

ARTICLE XIX
Pensions

19.1 The Employer shall pay fifty-two cents (\$.52) per hour for the duration of this Agreement for all hours worked the previous month (it being understood that Courtesy Clerks are not covered) (vacation and holiday credits included) for all employees covered by this Agreement into The Kansas City Area Retail Food Store Employees Pension Trust which is jointly administered by representatives of the Union and the Employer as provided in an agreement establishing such Pension Fund.

19.2 Said Pension Fund shall be used to provide benefit pensions for eligible employees of the Employer as provided in the Pension Plan, the terms and provisions of which have been agreed upon by the parties hereto; said Pension Plan shall, among other things, provide that all benefits under the Plan and cost, charges, and expenses of administering the Plan and all taxes levied or assessed upon or in respect of said Plan or Trust or any income therefrom shall be paid out of the Pension Fund.

19.3 Said Pension Plan and Trust Agreement establishing the Pension Fund shall remain qualified under I.R.C., Section 401, et. seq., and no part of such payments shall be included in the regular rate of pay of any employee.

19.4 A copy of the Trust Agreement and any amendments thereto shall be made a part of this Agreement as if herein at length set forth.

19.5 If the Employer fails to pay the monthly contribution by the tenth (10th) day of the month in which it is due, the following procedure shall be followed: First, the pension office shall notify the Employer by certified mail of his delinquency. The Employer shall remit the required payment within ten (10) days after date of receiving such notice. If the Employer has not remitted the payment by that time, anything in this Agreement to the contrary notwithstanding, the Union will have the right to use economic action (strike) against the Employer. A total of three (3) such notices during the period of this Agreement shall constitute just cause for economic action (strike) by the Union without further notice to the Employer.

19.6 It is agreed that the Trustees shall have the right to provide for an audit of the Employer's payroll to determine that proper contributions have been made.

ARTICLE XX
Health and Welfare

20.1 The Employer shall contribute forty-three cents (\$.43) per hour (or whatever increased amount the Trustees specify is required to continue to maintain the current health and welfare benefits, including improvements in benefits established and effective July 1, 1976) based upon all hours worked the previous month (vacation and holiday credits for the purpose of this Article shall be considered as time worked) by each employee into a fund known as The Retail Clerks Local Union Number 782 Health and Welfare Trust Fund, which said Trust Fund is set up under a Trust Agreement, which has for its purposes, among other things, the providing of life insurance and health and welfare benefits which shall include psychiatric care, dental care, eye care and a prescription plan, for all employees working for the Employer under the terms and conditions of this Agreement and their eligible dependents. The nature, type and extent of the benefits to be so provided shall be such as the Trustees under said Trust Fund shall in their discretion determine. The employees shall be allowed to contribute directly to the Trust Fund if their coverage ceases for any reason in order to maintain continuous coverage so long as they are employees of the Employer.

20.2 If the Employer fails to pay the monthly contribution by the tenth (10th) day of the month in which it is due, the following procedure shall be followed: First, the Health and Welfare office shall notify the Employer by certified mail of his delinquency. The Employer shall remit the required payment within ten (10) days after date of receiving such notice. If the Employer has not remitted the payment by that time, the Employer will be obligated to pay any Health and Welfare claims submitted by the employees which have not been paid because of the Employer's failure to remit the contribution. Anything in this Agreement to the contrary notwithstanding, the Union will have the right to use economic action (strike) against the Employer. A total of three (3) such notices during the period of this

Agreement shall constitute just cause for economic action (strike) by the Union without further notice to the Employer.

20.3 It is agreed that the Trustees shall have the right to provide for an audit of the Employer's payroll to determine that proper contributions have been made.

ARTICLE XXI Working Conditions

21.1 The Employer will pay for any renewal liquor permits required by the city. The Employer will pay for any renewal health permits required by the city and if such permits can only be obtained during hours when the employee is regularly scheduled to work, the employee shall be excused from work without loss of pay for the time necessary to obtain such permits.

21.2 When employees are required to attend business meetings called by the Employer before or after their work shifts, such time shall be considered hours worked and be paid for accordingly.

21.3 Any uniforms deemed necessary by the Employer for its employees shall be furnished and laundered by the Employer. Where Dacron or similar type uniforms are furnished employees, such uniforms shall be laundered by the employees, and will be replaced as necessary, provided the employee turns in the worn uniform for a new uniform.

ARTICLE XXII Technological Change

22.1 The parties recognize that automated equipment and technology is now available for the retail food industry. The Employer recognizes that there is a desire to protect and preserve work opportunities. At the same time the Union recognizes that the Employer has a right to avail itself of modern technology. With this common objective, the parties agree as follows:

22.2 In the event the Employer introduces major technological changes which, for the purpose of this Article,

is defined as price marking and electronic scanners which would have a direct material impact affecting bargaining unit work, twenty (20) days' advance notice of such change will be given to the Union.

22.3 In addition, the Employer agrees:

- (1) Any retraining necessary will be furnished by the Employer at no expense to the employees.
- (2) In the event an employee is permanently displaced as a direct result of major technological changes as defined above, the employee will be eligible for severance pay in accordance with the following provisions:
 - (a) All employees (excluding Courtesy Clerks) with two (2) or more years of continuous service will be eligible for one (1) weeks' severance pay for each year of continuous service. Maximum severance pay of eight (8) weeks' pay to be paid on a weekly basis. Weekly severance pay shall be determined by the average number of hours worked for the fifty-two (52) weeks preceding displacement, not to exceed forty (40) hours' straight-time pay.
 - (b) An employee shall be disqualified for severance pay in the event the employee:
 - (1) Refuses retraining.
 - (2) Refuses a transfer or other employment within the geographical area covered by this Agreement.
 - (3) Voluntarily terminates employment.

ARTICLE XXIII
Store Closing

23.1 In the event the Employer closes or sells a store and employees are terminated as a result thereof, pay equal to one week's pay for each year of continuous service

commencing with the third (3rd) year of continuous service for regular full-time employees and the fifth (5th) year for all other employees up to, but not to exceed eight (8) weeks' pay at their regular rate. However, for those employees who have an incomplete year of continuous service as an employee will receive pro rata severance pay for that year as follows:

- 0 - 3 months = twenty-five (25) percent of a week's pay
- 3 - 6 months = fifty (50) percent of a week's pay
- 6 - 9 months = seventy-five (75) percent of a week's pay
- Over 9 months = one (1) weeks's pay

Severance pay shall be computed based on the average hours worked per week for the fifty-two (52) consecutive weeks preceding a voluntary layoff or termination.

23.2 The Employer shall continue contributions to the Pension and Health and Welfare Trust Fund for three (3) full months following termination for those employees who receive severance pay, except those employees who secure employment with a contributing Employer in the Pension and Health and Welfare Trust Fund.

23.3 Holidays that fall within thirty (30) days after termination and employees who are eligible for severance pay shall be entitled to holiday pay.

23.4 All monies due employees shall be paid in a lump sum upon termination.

23.5 An employee who is terminated and who is eligible for severance pay, and accepts severance pay, forfeits his seniority and has no recall rights. However, an employee may elect to accept a voluntary layoff not to exceed one (1) year.

23.6 If an employee is offered a transfer within the geographic area of this Agreement in which he was last working and he refuses to accept the transfer, he forfeits his rights to severance pay, holiday pay and Pension and Health and Welfare contributions.

23.7 If a store is sold and the successor Employer offers employment to an employee who is otherwise eligible for severance pay under the terms of this Article and the

new job is comparable, then no provisions of this Article shall apply.

23.8 The Employer agrees to give to the employees and the Union four (4) weeks' notice in advance of a store closing or sale. When such notice is given, an employee shall remain with the Employer or forfeit his rights under this Article unless mutually agreed to by the employee, Employer and Union.

23.9 No benefits shall accrue under the terms of this Article unless the Employer makes a business decision to close or sell a store. If a store closing is caused by fire, flood, storm, land condemnation, then this Article shall not apply.

23.10 Employees who are eligible for severance pay and accept a transfer to a lower rated job will maintain their present rate or the rate for the contract covering the area to which they are transferred, whichever is greater.

ARTICLE XXIV Separability Clause

24.1 Any provision of this Agreement which may be adjudged by a court of last resort to be in conflict with any federal or state law shall become inoperative to the extent and duration of such conflict. Since it is not the intent of either party hereto to violate any such laws, it is agreed that in the event of a conflict between any provision of this Agreement and such federal or state law, the remainder of this Agreement shall remain in full force and effect. The Employer and the Union agree that substitute provisions shall be written within thirty (30) days to replace those provisions coming into conflict with the laws herein described.

ARTICLE XXV Ability

25.1 In consideration of the foregoing Articles by and between the Employer and the Union, the employees, through their representatives, agree to faithfully perform the duties assigned to them to the best of their ability and

to use their best efforts to promote the business of the Employer at all times.

ARTICLE XXVI
Other Contracts

26.1 The Union will, on request, provide the Employer with a copy of any collective bargaining agreement with any other Employer in the area covered by this Agreement.

ARTICLE XXVII
Previous Agreements

27.1 This Agreement cancels and supercedes all conditions and previous agreements between the parties, either written or oral, except the updating letters regarding stocking by rack jobbers.

FOR THE EMPLOYER:

The Great Atlantic and
Pacific Tea Company,
Incorporated

L. E. Van Hook

FOR THE UNION:

Retail Store Employees Union
Local 782 R.C.I.A. AFL-CIO

Jim Miller
President

Secretary-Treasurer

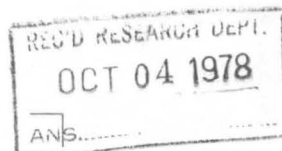


590391

OCTOBER 2, 1978

This report is authorized by law 29 U.S.C. 2.
Your voluntary cooperation is needed to make
the results of this survey comprehensive,
accurate, and timely.

O.M.B. No. 44-R0003
App. exp. March 31, 1980



VICE PRESIDENT
RETAIL CLERKS INTERNATIONAL
ASSOCIATION
1775 K STREET NORTHWEST
WASHINGTON , DC. 20006

PREVIOUS AGREEMENT EXPIRED
MAY 06, 1978

Gentlemen:

We have in our file of collective bargaining agreements a copy of your agreement(s):

FEB 15 1979 *R*

GREAT A & P TEA CO INC MO & KS LU 782

WITH RETAIL CLERKS
INTERSTATE

Would you please send us a copy of your current agreement—with any supplements (e.g., employee-benefit plans) and wage schedules—negotiated to replace or to supplement the expired agreement. If your old agreement has been continued without change or if it is to remain in force until negotiations are concluded, a notation to this effect on this letter will be appreciated.

I should like to remind you that our agreement file is open for your use, except for material submitted with a restriction on public inspection. You may return this form and your agreement in the enclosed envelope which requires no postage.

Sincerely yours,

Julius Shiskin
JULIUS SHISKIN
Commissioner

PLEASE RETURN THIS LETTER WITH
YOUR RESPONSE OR AGREEMENT(S).

If more than one agreement, use back of form for each document. (Please Print)

1. Approximate number of employees involved 800
2. Number and location of establishments covered by agreement 25 GREAT A & P KANSAS CITY AREA
3. Product, service, or type of business Food
4. If your agreement has been extended, indicate new expiration date 5/9/81

Your Name and Position

Area Code/Telephone Number

BRUNDA STURLING (202) 223-3111 ext 317
Address
1775 K ST. WASH, D.C. 20006
City/State/ZIP Code

X-5/81